

Prepared by/Return to:  
City Attorney's Office  
22 Lincoln Street, Hampton, VA 23669  
(757) 727-6127 (vems)

**SAMPLE**

Portion of LRSN:

**RIGHT OF ENTRY AGREEMENT  
FOR THE  
INDIAN RIVER CREEK DRAINAGE MAINTENANCE PROJECT**

**THIS RIGHT OF ENTRY AGREEMENT** (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Owner") and the **CITY OF HAMPTON, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia, located at 22 Lincoln Street, Hampton, Virginia 23669 (the "City").

**W I T N E S S E T H:**

**WHEREAS**, the City is undertaking a drainage project in the City of Hampton entitled "Indian River Creek Drainage Maintenance Project" (the "Project") in an effort to reduce flooding of properties along Indian River Creek;

**WHEREAS**, the Project requires the removal of accumulated silt within a defined channel along Indian River Creek, as depicted on the attached conceptual plan, which involves dredging and grading on private property to facilitate positive drainage; and

**WHEREAS**, the City, as an accommodation and benefit to the Owner, and to the public interest, is willing to restore the drainage on Indian River Creek by performing only the necessary dredging and grading of a portion of the Owner's riparian property located at \_\_\_\_\_ (the "Property") and to effect all measures which are necessary to re-establish a drainage channel with positive grade on the Property and to tie into the Owner's existing grade on the Owner's property in a manner causing as little inconvenience and disruption to the Owner as is reasonably possible.

**NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:**

1. The Owner hereby consents to the entry upon the Property by the City, and its agents, employees, and independent contractors, without payment, for the purposes of (1) restoring drainage by dredging and grading on the Property as shown on the plan attached hereto and made a part hereof; and (2) restoring the Property as provided herein below. The Owner further agrees to allow the City to enter upon the Property for the purpose of photographing the said Property to establish the condition of any structures on the Property

2. The City hereby agrees that it will perform all such measures in a manner causing as little inconvenience and disruption to Owner as is reasonably possible. The City shall use all due diligence in performing the work required. In addition thereto, the City shall use necessary and appropriate safety measures during the work.

3. To the extent permitted by law and without waiving the sovereign immunity of the City, the City agrees to be responsible for all claims, demands, losses, and liabilities arising out of the City's entry and occupancy of the Property associated with the work contemplated by this Agreement.

4. This Agreement will commence on or about \_\_\_\_\_, 20\_\_\_\_ and shall continue until the measures contemplated by this Agreement are completed.

5. The City agrees that, upon completion of the measures contemplated by this Agreement, it will promptly replace or repair any structures in the Property damaged as a result of the activities performed by the City and its contractors on the Property to include piers, bulkheads and riprapped embankments. All such measures shall be at the sole expense of the City.

6. This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance, or otherwise exclusively by the laws of the Commonwealth of Virginia; and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia. All suits for any claims or for any breach or

dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton, Virginia.

**WITNESS** the following signatures:

OWNER:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF VIRGINIA,  
CITY OF Hampton, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, whose name as such is signed to the foregoing Agreement and has acknowledged the same before me in my City and State aforesaid. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
Notary Registration Number: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
CITY OF HAMPTON, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, personally known to me to be the

City Manager or Authorized Designee of the City Manager of the CITY OF HAMPTON, VIRGINIA, a municipal corporation of the Commonwealth of Virginia, and is duly authorized to act on its behalf.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
Notary Registration Number: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Council

COMMONWEALTH OF VIRGINIA  
CITY OF HAMPTON, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, personally known to me to be the Clerk of Council of the CITY OF HAMPTON, VIRGINIA, a municipal corporation of the Commonwealth of Virginia.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
Notary Registration Number: \_\_\_\_\_

APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Senior Assistant City Attorney

\_\_\_\_\_  
Public Works